

City of El Cajon New Rates Effective 7/1/2018

		Trash Cart	Greenwaste Cart	Recycling Cart	Prior Customer	% CPI	New Customer		Total CPI & Fees
		96, 64, 35 Gallon	96, 64, 35 Gallon	96, 64, 35 Gallon	Rate	Incr.	Rate		% Increase
CURBSIDE COLLECTION	Standard Single Family Automated Cart Service Additional Unit at same location and billing	Any Size Any Size	Any Size Any Size	Any Size Any Size	\$ 23.11 \$ 20.51	3.01% 3.01%	\$ 23.80 \$ 21.13	per month per month	3.01% 3.01%
	Standard Single Family Cart Service - Senior Citizens	Any Size	Any Size	Any Size	\$ 20.27	3.01%	\$ 20.88	per month	3.01%
	Mobile Homes - per space	Any Size	No Service	Any Size	\$ 16.16	3.01%	\$ 16.64	per month	3.01%
	Apartments - per unit up to 6 units Additional unit over 6 units	Any Size Any Size	No Service No Service	Any Size Any Size	\$ 18.55 \$ 16.96	3.01% 3.01%	\$ 19.10 \$ 17.47	per month per month	3.01% 3.01%
	Additional Trash Cart Each Cart	Any Size			\$ 3.84	3.01%	\$ 3.96	per month	3.01%
	Additional Recycling Cart First Additional Cart More than one additional Cart			Any Size Any Size	\$ 3.84	3.01%	\$ 3.96	per month	3.01%
	Additional Greenwaste Cart First Additional Cart More than one additional Cart		Any Size Any Size		\$ 3.84	3.01%	\$ 3.96	per month	3.01%
	Setup Fee Restart of Service (Auto Resume Fee) Delivery Removal Exchange				\$ 27.16 \$ 38.02	3.01% 3.01%	\$ 27.98 \$ 39.17	per occurrence per occurrence	3.01% 3.01%
BIN SERVICE - TRASH	1.5 cubic yard container One pick-up per week Each additional weekly pick-up				\$ 86.03 \$ 67.97	3.01% 3.01%	\$ 88.63 \$ 70.02	per month per month	3.01% 3.01%
	2 cubic yard container One pick-up per week Each additional weekly pick-up				\$ 92.92 \$ 73.41		\$ 95.72 \$ 75.62	per month per month	
	3 cubic yard container One pick-up per week Two pick-up per week Three pick-up per week Four pick-up per week Five pick-up per week Six pick-up per week Seven pick-up per week				\$ 120.06 \$ 206.69 \$ 291.22 \$ 387.76 \$ 478.91 \$ 570.06 \$ 661.21	3.01% 3.01% 3.01% 3.01% 3.01% 3.01% 3.01%	\$ 123.67 \$ 212.92 \$ 300.00 \$ 399.45 \$ 493.34 \$ 587.24 \$ 681.13	per month per month per month per month per month per month per month	3.01% 3.01% 3.01% 3.01% 3.01% 3.01% 3.01%
	4 cubic yard container One pick-up per week Each additional weekly pick-up				\$ 152.31 \$ 120.34	3.01% 3.01%	\$ 156.91 \$ 123.96	per month per month	3.01% 3.01%
	3 cubic yard Temporary Bin								

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	Delivery, Removal & up to 7 days rental Each additional pick-up				\$ 121.54 \$ 62.10	3.01% 3.01%	\$125.21 \$63.98	per bin each	3.01% 3.01%
Compactor rates are to be charged at a multiple of 1.5 times the standard bin service -trash rate									
BIN SERVICE - RECYCLING	1.5 - 2 cubic yard container One pick-up per week Each additional weekly pick-up				\$ 50.45 \$ 39.86		\$51.97 \$41.06	per month per month	
	3 cubic yard container One pick-up per week Each additional weekly pick-up				\$ 57.87 \$ 45.72	3.01% 3.01%	\$59.62 \$47.10	per month per month	3.01% 3.01%
	4 cubic yard container One pick-up per week Each additional weekly pick-up				\$ 72.71 \$ 57.45	3.01% 3.01%	\$74.90 \$59.18	per month per month	3.01% 3.01%
	6 cubic yard container One pick-up per week Each additional weekly pick-up		\$12.07		\$ 87.55 \$ 69.16	3.01% 3.01%	\$90.19 \$71.25	per month per month	3.01% 3.01%
TRANSFER BODY SERVICE	Transfer bodies billed hauling fee plus disposal fee per ton*								
	10 cubic yard - hauling fee*				\$ 323.08	3.01%	\$332.82	per haul	3.01%
	20 cubic yard - hauling fee*				\$ 226.16	3.01%	\$232.97	per haul	3.01%
	30 cubic yard - hauling fee*				\$ 236.93	3.01%	\$244.07	per haul	3.01%
	40 cubic yard - hauling fee*				\$ 247.70	3.01%	\$255.16	per haul	3.01%
	Long-haul - each transfer body*				\$ 440.35	3.01%	\$453.62	per haul	3.01%
	* Plus 10% landfill surcharge to offset administrative costs								
SPECIAL SERVICES	Rental - each transfer body				\$ 6.62	3.01%	\$6.82	per day	3.01%
	Special Pick-Up up to 3 cubic yards				\$ 64.40	3.01%	\$66.34	each	3.01%
	Additional Standby and Loading Time (Special pick-up assumes 15 minute loading and standby time by contractor. Additional standby and loading time shall be billed at the rate of \$61.53 per hour, pro-rated to the nearest 15 minute increment.)				\$ 74.32	3.01%	\$76.56	per hour	3.01%
	Collection from parks, playgrounds, City government buildings, and street trash cans shall be made without charge.								
	Contractor reserves the right to charge reasonable fees for unusual or special services.								
	Locking Bin, Lockon on Gate, enclosure Monthly Fee Trip Charge/Dry Run				\$ 6.63 \$ 54.31	3.01% 3.01%	\$6.83 \$55.95	per lock per mont per occurance	3.01% 3.01%

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		Trash Cart 96, 64, 35 Gallon	Greenwaste Cart 96, 64, 35 Gallon	Recycling Cart 96, 64, 35 Gallon	Prior Customer Rate	% CPI Incr.	New Customer Rate	Total CPI & Fees	
OTHER FEES	Restart of Service (auto resume fee)				\$ 38.02	3.01%	\$39.17	per occurance	3.01%
	Setup Fee				\$ 27.16	3.01%	\$27.98	per occurance	3.01%
	Delivery Charge				\$ 63.99	3.01%	\$65.92	per occurance	3.01%
	Delivery Charge Commercial Carts				\$ 10.77	3.01%	\$11.09	per occurance	3.01%
	Removal				\$ 63.99	3.01%	\$65.92	per occurance	3.01%
	Exchange Fee				\$ 63.99	3.01%	\$65.92	per occurance	3.01%
	Stinger / Scout Service fee				\$ 31.66	3.01%	\$32.62	per bin per service	3.01%
	Additional Standby and Loading Time (special pickup assumes 15 minute loading and standby time by contractor). additional time shall be billed, pro-rated to the nearest 15 minute increment, at a rate per hour of:				\$ 74.31	3.01%	\$76.55	per hour	3.01%
	Recycling Contamination Fee				\$60.24	3.01%	\$60.24		
	Residential Cart Exchange Fee				\$18.00	3.01%	\$18.00		
	Residential Cart Replacement Fee				\$74	3.01%	\$74.00		

BIN SERVICE - GREENWASTE	3 cubic yard container							
	One pick-up per week				\$ 124.37	3.01%	\$128.12	per month
	Two pick-up per week				\$ 214.12	3.01%	\$220.57	per month
	Three pick-up per week				\$ 301.68	3.01%	\$310.78	per month
	Four pick-up per week				\$ 401.69	3.01%	\$413.80	per month
	Five pick-up per week				\$ 496.11	3.01%	\$511.06	per month
	Six pick-up per week				\$ 590.53	3.01%	\$608.33	per month
	Seven pick-up per week				\$ 684.96	3.01%	\$705.60	per month

Not Updated at 2.20.18

Disposal Rates				
	MSW	GW	Clean Con/Dirt	C&D
Gate Rate (Sycamore)	\$ 27.43	\$ 27.57	\$ 20.00	\$ 57.50
Admin Fee	\$ 2.74	\$ 2.76	\$ 2.00	\$ 5.75
Contract Service	\$ 1.19	\$ 1.20	\$ 0.87	\$ 2.50
Franchise Fee	\$ 5.53	\$ 5.56	\$ 4.04	\$ 11.60
Total	\$ 36.90	\$ 37.09	\$ 26.90	\$ 77.35



City Attorney

July 29, 2019

Sent via Email

Rosey Williams
Email: rosey@rmgrecycling.com

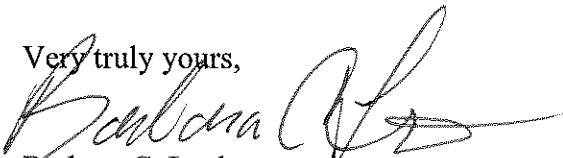
Re: Public Records Act Request received July 19, 2018

Dear Ms. Williams:

Your request of the above date made pursuant to the California Public Records Act ("CPRA") California Government Code section 6250 et seq., was forwarded to our office for review and response. You requested a copy of the City's franchise waste agreement and price list.

We have determined that you have requested public records maintained by the City. The records you are seeking are attached to the cover email to this letter.

If you have any questions, feel free to contact this office.

Very truly yours,

Barbara C. Luck
Staff Attorney



City Attorney

August 30, 2019

Sent via Email

KPBS
Claire Trageser, Investigative Reporter
Email: ctridgeser@kpbs.org

Re: Public Records Act Request received August 29, 2019

Dear Ms. Trageser:

This letter is in response to your request made pursuant to the California Public Records Act (“CPRA”), California Government Code (“Government Code”) section 6250 et seq., for copies of the City's solid waste franchise agreement.

In accordance with Government Code section 6253(c), we have determined that your request seeks copies of public records that are in the City's possession. Responsive records are attached to the cover email to this letter.

Sincerely,

Barbara C. Luck
Staff Attorney

EXHIBIT 1

Initial Rates

City of El Cajon New Rates Effective 7/1/2011

		96, 64, 35 Gallon	Trash Cart	Greenwaste Cart	Recycling Cart	Prior Customer Rate	% CPI Incr.	New Customer Rate	Total CPI & Fees % Increase
			96, 64, 35 Gallon	96, 64, 35 Gallon	96, 64, 35 Gallon				
CURBSIDE COLLECTION	Standard Single Family Automated Cart Service Additional Unit at same location and billing	Any Size Any Size	Any Size Any Size	Any Size Any Size	20.38 18.09	1.28% 1.28%	\$20.65 \$18.32	per month per month	1.28% 1.28%
	Standard Single Family Cart Service - Senior Citizens	Any Size	Any Size	Any Size	17.88	1.28%	\$18.11	per month	1.28%
	Mobile Homes - per space	Any Size	No Service	Any Size	14.25	1.28%	\$14.43	per month	1.28%
	Apartments - per unit up to 6 units Additional unit over 6 units	Any Size Any Size	No Service No Service	Any Size Any Size	16.36 14.96	1.28% 1.28%	\$16.57 \$15.15	per month per month	1.28% 1.28%
	Additional Trash Cart Each Cart	Any Size			3.39	1.28%	\$3.43	per month	1.28%
	Additional Recycling Cart First Additional Cart More than one additional Cart			Any Size Any Size	3.39	1.28%	\$3.43	per month	1.28%
	Additional Greenwaste Cart First Additional Cart More than one additional Cart		Any Size Any Size		3.39	1.28%	\$3.43	per month	1.28%
BIN SERVICE - TRASH	Large item collection								
	1.5 cubic yard container								
	One pick-up per week				75.89	1.28%	\$76.87	per month	1.28%
	Each additional weekly pick-up				59.96	1.28%	\$60.73	per month	1.28%
	3 cubic yard container								
	One pick-up per week				105.91	1.28%	\$107.27	per month	1.28%
	Two pick-up per week				182.33	1.28%	\$184.67	per month	1.28%
	Three pick-up per week				256.90	1.28%	\$260.20	per month	1.28%
	Four pick-up per week				342.06	1.28%	\$346.45	per month	1.28%
	Five pick-up per week				422.47	1.28%	\$427.89	per month	1.28%
4 cubic yard container	Six pick-up per week				502.87	1.28%	\$509.33	per month	1.28%
	Seven pick-up per week				583.28	1.28%	\$590.77	per month	1.28%
	One pick-up per week				134.36	1.28%	\$136.09	per month	1.28%
3 cubic yard Temporary Bin	Each additional weekly pick-up				106.15	1.28%	\$107.52	per month	1.28%
	Delivery, Removal & up to 7 days rental				107.22	1.28%	\$108.60	per bin each	1.28%
	Each additional pick-up				54.79	1.28%	\$55.49	per bin each	1.28%

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BIN SERVICE - RECYCLING	3 cubic yard container One pick-up per week Each additional weekly pick-up				51.05 40.33	1.28% 1.28%	\$51.71 \$40.85	per month per month	1.28% 1.28%
	4 cubic yard container One pick-up per week Each additional weekly pick-up				64.14 50.68	1.28% 1.28%	\$64.97 \$51.33	per month per month	1.28% 1.28%
	6 cubic yard container One pick-up per week Each additional weekly pick-up				77.23 61.01	1.28% 1.28%	\$78.22 \$61.79	per month per month	1.28% 1.28%
TRANSFER BODY SERVICE	Transfer bodies billed hauling fee plus disposal fee per ton*. 10 cubic yard - hauling fee* 20 cubic yard - hauling fee* 30 cubic yard - hauling fee* 40 cubic yard - hauling fee* Long-haul - each transfer body* * Plus 10% landfill surcharge to offset administrative costs				285.00 199.50 209.00 218.50 388.45	1.28% 1.28% 1.28% 1.28% 1.28%	\$288.66 \$202.06 \$211.69 \$221.31 \$393.44	per haul per haul per haul per haul per haul	1.28% 1.28% 1.28% 1.28% 1.28%
SPECIAL SERVICES	Rental - each transfer body Special Pick-Up up to 3 cubic yards Additional Standby and Loading Time (Special pick-up assumes 15 minute loading and standby time by contractor. Additional standby and loading time shall be billed at the rate of \$61.53 per hour, pro-rated to the nearest 15 minute increment.) Collection from parks, playgrounds, City government buildings, and street trash cans shall be made without charge. Contractor reserves the right to charge reasonable fees for unusual or special services.				5.84 56.81 65.56	1.28% 1.28% 1.28%	\$5.92 \$57.54 \$66.40	per day each per hour	1.28% 1.28% 1.28%

EXHIBIT 2

City Facilities

CITY OF EL CAJON - TRASH & RECYCLE RECEPACLES

FACILITY ID	ADDRESS	REMARKS
FIRE STATION #8	842 N. 3RD ST	(1) 3 yard and (1) 50 gal paper recycle bin
POLICE BUILDING	100 FLETCHER PKWY	(1) 3 yard and (3) bottle and cans recycle bins
FIRE STATION #7	695 TYRONE	(1) 3 yard and (1) 50 gal paper recycle bin
ANIMAL SHELTER	1275 N MARSHALL	(1) 3 yard
FLETCHER HILLS	2345 CENTER PL	(1) 3 yard
RENETTE CENTER	935 EMERALD	(1) 3 yard and (2) bottle and can recycle bins
ADMIN FLEET MAINT.	1060 VERNON WAY	(1) 3 yard and (1) bottle and can recycle bins
OFFICE	165 E. PARK AVE	(3) large trash bins and (3) large recycle bins
KENNEDYCONCESSION	1675 E MADISON	None
WELLS CENTER REC	1153 E MADISON	(2) 3 yard and (3) bottle and can recycle bins
PARK RESTROOM		None
OFFICE	1034 N MAGNOLIA	
HILLSIDE CENTER	840 BUENA TERRACE	(1) 3 yard and (1) bottle and can recycle bin and (2) paper recycle bins
PW OFFICE	1050 VERNON WAY	(1) large paper recycling bin and (1) bottle and can recycle bin
KENNEDY CENTER	1675 E MADISON	(1) 3 yard and (1) bottle and can recycle bin and (2) paper recycle bins
FIRE STATION #9	1301 N MARSHALL	(1) 3 yard
BOSTONIA	1049 BOSTONIA	(1) 3 yard and (1) bottle and can recycle bin and (2) paper recycle bins
PISTOL RANGE	GILLESPIE FIELD	(1) 3 yard
FIRE DEPT. HDQTRS	100 E LEXINGTON	(1) 3 yard and (1) 3 yard paper recycle bin and (2) bottle and can recycle bins
COMM CENTER	195 E DOUGLAS	(1) 3 yard and (2) bottle and can recycle bins
EC VALLEY JUNIOR HS	750 E PARK AVE	(1) 3 yard
AVS PARK BALL FIELD	1475 GREENFIELD	None
TUTTLE PARK BALL FIELD	375 CHASE	None
ADMIN CENTER	200 E MAIN ST	(1) 3 yard and (1) 3 yard paper recycle and (5) bottle and cans recycle bins
COUNCIL CHAMBER	200 S MAGNOLIA	(1) small paper recycle bin
(INCLUDING OFFICE)		
PERFORMING ARTS	110 E MAIN ST	(1) yard and (1) bottle and cans recycle bin
WELL CENTER CONCESSION	1153 E MADISON	None
FLETCHER HILLS CONCESSION	2345 CENTER PL	None
KNOX HOTEL	280 N MAGNOLIA	(1) 3 yard

SPECIFICATIONS

SCOPE OF SERVICES:

1. Bus Stop and Shelter Maintenance

Removal of litter and debris at and around designated bus stops and shelters, including emptying of trash cans and hauling of trash and the wiping down/cleaning of bus stops and shelters as needed. See the attached list of bus stops and shelters. The trash will be hauled to a dumpster at the City's Public Works yard as directed by a Crew Leader from the City of El Cajon Public Works Department.

Contractor is responsible for supplying all cleaning materials, a crew of no less than three (3) workers and one (1) supervisor. Bus stops with shelters will be placed on a maintenance schedule of at least three (3) times per week, Monday through Friday. Bus stops without shelters will be placed on a maintenance schedule of at least once per week.

2. Painting of Curbs

Painting of curbs (approximately 43,000 feet) as designated by the City's Public Works Department. This work will be coordinated by a Crew Leader from the City of El Cajon Public Works Department. The City of El Cajon will provide all materials.

Contractor is responsible to provide a crew of no less than three (3) workers and one (1) supervisor. The curb painting shall be placed on a maintenance schedule of no less than five (5) days per week, Monday through Friday, 8:00 a.m. to 3:00 p.m.

Contractor will be responsible for transportation of all workers, supplies and materials to conduct services outlined in Item 1 and all transportation and workers to provide services outlined in Item 2.

Contractor is responsible for compensation to workers and supervisors in accordance with the U.S. and State of California Department of Labor, all Employer's Liability, General Liability and Medical Insurance.

3. Work Area Traffic Control and Training

Contractor is required to use traffic safety cones as designated by the City's Public Works Department to warn drivers and protect workers from road traffic. Associated with this the supervisor(s) of contract staff shall attend "Work Area Traffic Control Training" as provided by the City's Public Works Department.

4. Addresses of Existing Bus Stops

AVOCADO – S/B	RENETTE	BENCH	TRASH		05.08.2003
BALLANTYNE – N/B	I-8 – S/O	BENCH	TRASH		
BALLANTYNE – N/B	PARK – N/O		TRASH	SHELTER	14.23.2004
BALLANTYNE N/O	PARK – W/S	BENCH	TRASH	SHELTER	
BALLANTYNE – N/B	MAIN – N/O		TRASH	SHELTER	04.23.2005
BALLANTYNE – S/B	CEDAR – N/O	BENCH	TRASH		05.08.2003
BALLANTYNE – S/B	MAIN – N/O	BENCH	TRASH	SHELTER	04.23.2004
BALLANTYNE – W/B	MAIN – N/O	BENCH	TRASH		
BROADWAY – E/B	CROSBY – E/O	BENCH	TRASH		

BROADWAY - E/B	BALLANTYNE - E/O	BENCH	TRASH		05.08.2003
BROADWAY - E/B	BOSTONIA @	BENCH	TRASH		
BROADWAY - E/B	MOLLISON - E/O		TRASH	SHELTER	04.23.2004
BROADWAY - E/B	THIRD - E/O	BENCH	TRASH		04.23.2004
BROADWAY - W/B	MAIN - EAST - W/O		TRASH		
BROADWAY - W/B	ANZA - E/O	BENCH	TRASH		
BROADWAY - W/B	MOLLISON - W/O	BENCH			
BROADWAY - W/B	CHERRYWOOD @	BENCH			
BROADWAY - W/B	BALLANTYNE - W/O	BENCH			
BROADWAY - W/B	SECOND - W/O	BENCH			
BROADWAY - W/B	BOSTONIA - W/O	BENCH			
BROADWAY - W/B	EMERALD - W/O	BENCH	TRASH		05.08.2003
BROADWAY W/O	E. MAIN - N/S	BENCH	TRASH	SHELTER	
CHASE AVENUE - W/B	ESTES - E/O	BENCH			
CHASE AVENUE - E/B	ESTES - E/O	BENCH	TRASH		
CHASE AVENUE - W/B	MAGNOLIA	BENCH			
CHASE AVENUE - W/B	AVOCADO - W/O	BENCH	TRASH		
CUYAMACA - S/B	SWIFT LANE - N/O		TRASH		
EL CAJON BLVD - W/B	WILSON @	BENCH			
FLETCHER - E/B	EDWARD - W/O	BENCH			
FLETCHER - E/B	GARFIELD - E/O	BENCH			
FLETCHER E/O	GARFIELD - N/S	BENCH	TRASH	SHELTER	
FLETCHER - E/B	CUYAMACA - E/O	BENCH			
FLETCHER - W/B	MAGNOLIA - W/O	BENCH	TRASH	SHELTER	04.23.2004
FLETCHER - W/B	MARSHALL - W/O	BENCH			
FLETCHER - W/O	MARSHALL - N/S	BENCH	TRASH	SHELTER	
FLETCHER - W/B	GARFIELD - E/O	BENCH			
JOHNSON - N/B	MAIN - N/O	BENCH	TRASH	SHELTER	04.23.2004
JOHNSON - N/B	MADISON - S/O	BENCH			
JOHNSON - S/B	FLETCHER - S/O@ BURGER KING	BENCH	TRASH		
LEXINGTON - W/B	IVORY - E/O		TRASH		
MADISON - E/B	CHAMBERS - E/O		TRASH		
MADISON - E/B	FIRST - E/O		TRASH	SHELTER	04/23/2004
MADISON - E/B	GRAPE - W/O	BENCH			
MADISON - E/B	JOHNSON - E/O	BENCH			
MADISON - E/B	SECOND - E/O	BENCH	TRASH		05.08.2003
MADISON - E/B	WALTER - W/O	BENCH			
MADISON - W/B	WALTER - W/O	BENCH			
MADISON - W/B	MAIN EAST - W/O	BENCH			
MADISON - W/B	SECOND - W/O	BENCH	TRASH		
MADISON - W/B	FIRST - E/O	BENCH			
MADISON - W/B	MOLLISON - W/O	BENCH	TRASH		
MADISON - W/B	GRAVES - W/O	BENCH	TRASH		
MADISON - W/B	JOHNSON - E/O	BENCH			
MAIN - E/B	GREENFIELD - S/O	BENCH	TRASH		
MAIN - E/B	MADISON - N/O	BENCH			
MAIN - E/B	BALLARD - E/O	BENCH			
MAIN - E/B	FIRST - E/O	BENCH	TRASH		
MAIN - E/B	ANZA - E/O	BENCH			
MAIN - E/B	MOLLISON - E/O	BENCH			
MAIN - E/B	LINCOLN - E/O	BENCH			
MAIN - E/B	TAFT - E/O	BENCH			
MAIN - E/B	AVOCADO - W/O	BENCH			
MAIN - E/O	THIRD S/E	BENCH	TRASH	SHELTER	
MAIN E/O	ANZA N/S	BENCH	TRASH	SHELTER	

MAIN W/B	GREENFIELD – S/O @ HOSPITAL	BENCH	TRASH		
MAIN – W/B	OAKDALE S/O	BENCH			
MAIN – W/B	SOUTH SECOND – W/O	BENCH	TRASH		
MAIN – W/B	SAFARI – W/O	BENCH			
MAIN - W/B	FIRST – W/O	BENCH	TRASH	SHELTER	04.23.2004
MAIN - W/B	ANZA – E/O	BENCH			
MAIN – W/B	MOLLISON – W/O	BENCH			
MAIN – W/O	BALLANTYNE N/S	BENCH	TRASH	SHELTER	
MAIN – W/B	LINCOLN – E/O	BENCH	TRASH		
MAIN – E/B	JOHNSON – W/O	BENCH			
MELODY – W/B	THIRD – E/O	BENCH			
MOLLISON – N/B	MADISON – N/O	BENCH	TRASH		05.08.2003
MOLLISON – N/B	PORTLAND – N/O		TRASH		
NAVAJO – E/B	MEDFORD – E/O	BENCH			
NAVAJO – W/B	MEDFORD – W/O	BENCH			
SECOND – N/B	MAIN – N/O	BENCH			
SECOND – N/B	GREENFIELD – N/O		TRASH		
SECOND – N/B	BROADWAY – N/O		TRASH		
SECOND – S/B	PERSIMMON – S/O		TRASH	SHELTER	04.23.2004
WASHINGTON – E/B	MAGNOLIA – E/O	BENCH	TRASH		
WASHINGTON – E/B	LINCOLN – E/O		TRASH		
WASHINGTON – E/B	SOUTH SECOND – E/O	BENCH			
WASHINGTON – W/B	MAGNOLIA – W/O		TRASH	SHELTER	04.23.2004
WASHINGTON – W/B	SOUTH SECOND – W/O	BENCH			
WASHINGTON W/O	JAMACHA S/S	BENCH	TRASH	SHELTER	
DOWNTOWN AREA					
DOUGLAS – W/B	EL CAJON BLVD – W/O	BENCH			
DOUGLAS – E/B	EL CAJON BLVD – W/O	BENCH	TRASH		
DOUGLAS – W/B	SUNSHINE – E/O	BENCH	TRASH		
DOUGLAS – E/B	SUNSHINE – W/O	BENCH	TRASH	SHELTER	
DOUGLAS – W/B	MAGNOLIA W/O	BENCH	TRASH		
DOUGLAS – E/B	MAGNOLIA W/O	BENCH	TRASH		
DOUGLAS – W/B	PROMENADE	BENCH	TRASH	SHELTER	
DOUGLAS – E/B	PROMENADE	BENCH	TRASH	SHELTER	
CLAYDELLE – N/B	MAIN S/O	BENCH	TRASH		
CLAYDELLE – S/B	MAIN S/O	BENCH	TRASH		
Bench, Trash & Shelter					15
Bench and Trash					30
Trash and Shelter					6
Bench only					40
Trash only					8
TOTAL BUS STOPS					99

5. Future Bus Stops

It is anticipated that the City will increase the number of Bus Stops requiring service by four (4) per year over the next three years. The additional Bus Stops will include a bench, trash container, and a shelter. Provide a unit cost to add additional Bus Stops (with bench, trash and shelter) where indicated on the bid page.

AMENDED AND RESTATED FRANCHISE AGREEMENT

This Amended and Restated Franchise Agreement is made and entered into on this 18 th day of Dec., 2007 by and between the City of El Cajon ("City"), a municipal corporation, and USA Waste of California, Inc., a Delaware corporation dba Waste Management of San Diego ("Contractor").

WITNESSETH:

The City and Contractor entered into a Franchise Agreement dated May 24, 1994, as amended on July 25, 2001, July 1, 2003 and May 17, 2004.

The parties desire to provide for expanded services, a longer term, and other mutually agreeable revisions to the Prior Agreement. This Agreement is intended to replace and supersede the Prior Agreement in its entirety, except for Contractor's indemnification of the City arising from matters occurring prior to the effective date of this Agreement, in accordance with the terms and conditions set forth herein.

In accordance with California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and welfare require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection, transportation, recycling, processing, and disposal of solid waste, and for other related services, to meet the goals and objectives of AB 939.

It is the intent of the parties hereto to provide for the exclusive right of collection of all solid waste from residential and commercial premises within the City, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **DEFINITIONS.** The following words and phrases used in this Agreement shall be defined in accordance with the definitions provided in the El Cajon Municipal Code or as follows, except where the context otherwise requires:

1.1. **AB939** means the California Integrated Waste Management Act of 1989, as amended (Public Resources Code §40000 et seq.), and implementing regulations of the California Integrated Waste Management Board.

1.2. **ACCOUNT** means premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "account" is used interchangeably with the word "customer" in this Agreement.

- 1.3. AGREEMENT means this Amended and Restated Franchise Agreement between the City and Contractor, including all exhibits and attachments, and any amendments.
- 1.4. BIN means a metal or rigid plastic container with a capacity of one to eight cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.
- 1.5. BIN SERVICE means collection services provided to accounts using bins provided by Contractor. Bin service may be provided to either residential premises or commercial premises on a permanent or temporary basis.
- 1.6. BULKY ITEMS means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "e-waste"); wood waste, tree trunks, and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky items do not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, bulky items do not include waste tires.
- 1.7. CART means a plastic container with a capacity of no less than approximately 35 gallons and no greater than approximately 96 gallons, having a hinged lid and wheels, which is serviced by an automated side-loading truck.
- 1.8. CART SERVICE means collection services provided to accounts using carts provided by Contractor. Cart service may be provided to either residential premises or commercial premises on a permanent basis.
- 1.9. CITY means the City of El Cajon.
- 1.10. COMMERCIAL PREMISES means property upon which a business activity is conducted, including but not limited to retail sales, services, wholesale operations, or manufacturing and industrial operations, but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial premises also include multi-family complexes, apartment houses, condominiums, mixed condominiums and rental housing, senior citizen housing complexes, and mobile home parks receiving bin service.
- 1.11. CONSTRUCTION AND DEMOLITION WASTE means used or discarded construction materials removed from premises during the construction, renovation or demolition of a structure or premises, including rocks, soil, tree remains, and other green waste which normally results from land clearing or land development

operations. Construction and demolition waste is solid waste for purposes of this Agreement.

- 1.12. CONTRACTOR means USA Waste of California, a Delaware corporation dba Waste Management of San Diego.
- 1.13. E-WASTE means discarded stereos, televisions, computers, VCR's, and other similar items, including but not limited to any "covered electronic device" as defined in Public Resources Code §42463(f).
- 1.14. GREEN WASTE means leaves, grass, weeds, and wood materials from trees and shrubs that fit within a cart, or tree trunks or limbs that are less than six inches in diameter of four feet in length. Materials not meeting these specifications are considered bulky items. Green waste does not include palm fronds. Green waste is solid waste for purposes of this Agreement.
- 1.15. GROSS INCOME means all monetary amounts actually collected or received by Contractor for the collection of solid waste pursuant to this Agreement. The term Gross Revenue, for purposes of this Agreement, shall include service fees and special fees, but shall not include revenues generated from the sale of recyclable material (including Department of Conservation rebates), or other revenues from state and local government accounts.
- 1.16. HAZARDOUS WASTE means any waste materials or mixture of wastes defined as such pursuant to the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq., as amended or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA"), 42 USC Section 9601 et seq., as amended. The term also means and includes any waste material defined as such by the California Environmental Protection Agency or the California Integrated Waste Management Board, or either of them. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have a broader, more encompassing definition.
- 1.17. HOUSEHOLD HAZARDOUS WASTE means hazardous waste generated in small quantities at residential premises.
- 1.18. INFECTIOUS WASTE means those materials defined as "biohazardous waste" in Health and Safety Code §117635.
- 1.19. PREMISES means any land, building or structure in the City where solid waste, recyclable material or green waste is generated or accumulated.
- 1.20. PRIOR AGREEMENT means the Agreement between City and Contractor dated May 17, 1994, as amended.

- 1.21. RECYCLABLE MATERIAL means any material generated on or emanating from residential or commercial accounts that is no longer wanted and which is collected, transported and reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939.
- 1.22. RESIDENTIAL PREMISES means all property which is used for residential purposes receiving cart service, including single-family premises, condominiums, and mobile home parks.
- 1.23. ROLL-OFF BOX means an open-top metal container or closed compactor box with a capacity of 10 to 40 cubic yards that may be provided by either the account or Contractor, which is serviced by a roll-off truck.
- 1.24. ROLL-OFF SERVICE means collection , transportation, recycling, processing and disposal services that are provided using a roll-off box. Roll-off service may be provided to either residential premises or commercial premises on a permanent or temporary basis.
- 1.25. SERVICE FEES means a charge for services provided by Contractor under this Agreement for which a rate is not provided in Exhibit 1. Examples include fees for service initiation, supplying containers or transfer bodies, back yard collection, extra collections, or special waste collections.
- 1.26. SOLID WASTE means "solid waste" as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse, special waste, recyclable materials, construction and demolition waste, and green waste.
- 1.27. SPECIAL FEES means a charge imposed by Contractor in response to improper actions by accounts, including fees for contamination, cleanup, cart or bin repair or replacement arising from damage caused by the account, late payment, or interest.
- 1.28. SPECIAL WASTE means solid waste that is a "designated waste" under applicable law, is required to be accompanied by a written manifest or shipping document describing the waste under applicable law, or requires special handling at any processing facility or disposal site. Special waste is considered solid waste for purposes of this Agreement.
- 1.29. TEMPORARY SERVICE means bin service or roll-off service provided to premises on a temporary, as-needed basis, such that no container remains on the premises or a service location on a premises for more than thirty (30) days at a time, or for more than sixty (60) days of any ninety (90) day period.

1.30. TRANSFER STATION AGREEMENT means that certain agreement entitled Agreement for Lease of Real Estate, dated October 31, 1995 between the City and Universal Refuse Removal of El Cajon (predecessor in interest to Contractor).

2. SERVICES.

- 2.1. Contractor is hereby granted the exclusive right and privilege to collect, transport, recycle and dispose of all solid waste, including non-recyclable solid waste, special waste, green waste, construction and demolition waste and recyclable material generated at residential premises and commercial premises, construction and demolition sites, and government facilities (to the extent permitted by law), now existing or hereafter constructed within the City during the term of this Agreement.
- 2.2. During the term of this Agreement, except as otherwise provided in Section 2.4, or as may otherwise be provided by federal or state law, the rights granted to Contractor under this Agreement will be exclusive to Contractor. The City will, where reasonable, protect Contractor's exclusive rights by considering the adoption of appropriate ordinances. In addition, the City authorizes Contractor to take administrative or legal action against any person who infringes on Contractor's exclusive rights, at no cost to the City.
- 2.3. The City agrees not to enter into any contract with any other person, firm or organization for the performance of the services required to be performed by Contractor except, in the event Contractor fails, refuses or neglects to uphold the terms of this Agreement in material breach thereof, the City may cause fulfillment of this Agreement by other methods or contractors, and Contractor shall be liable for the reasonable expenses incurred. This right of the City shall be cumulative, in addition to any and all other remedies it may have to implement in the event of such failure, refusal or neglect of Contractor.
- 2.4. The franchise granted to Contractor is exclusive, except for the categories of solid waste listed below. The granting of this franchise does not preclude the categories of solid waste listed below from being delivered to, collected, and transported by others, provided that no person is excused from obtaining from the City any authorization that is required by law.
 - 2.4.1. Recyclable material that an account sells to, or otherwise receives compensation from, other persons in a manner resulting in a net payment to the account after consideration of collection, handling, or processing costs.
 - 2.4.2. Recyclable material donated to youth, civic, or charitable organizations.

- 2.4.3. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code.
 - 2.4.4. Green waste removed from premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service.
 - 2.4.5. Construction and demolition waste that is incidentally removed by a duly licensed construction or demolition company, as part of a total service offered by such licensed company using its own equipment and employees.
 - 2.4.6. Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.
 - 2.4.7. Grease and animal remains generated from food service providers.
 - 2.4.8. Dead animals.
 - 2.4.9. Agricultural waste, such as manure or bedding from poultry yards or stables.
 - 2.4.10. Waste tires.
 - 2.4.11. By-products of sewage treatment, including sludge, sludge ash, grit and screenings.
 - 2.4.12. Hazardous waste, infectious waste or hazardous substances, regardless of its source.
 - 2.4.13. The casual or emergency collection, removal, disposal, or diversion of solid waste by the City through its officers or employees in the normal course of their employment.
- 2.5. Changes in Service. The City may direct Contractor to perform additional services or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for customers, and alternative rate structures are included among the kinds of changes that the City may direct. Contractor will be entitled to an adjustment to the rate to reimburse its increased costs if any for providing those additional or modified services, in accordance with Section 18.5.2 of this Agreement.
 - 2.6. Delegation of Authority. The administration of this agreement shall be under the supervision of the El Cajon City Manager's office, and the actions specified herein

shall be taken by the City Manager or his or her designees unless otherwise stated or specified.

- 2.7. Incorporation by Reference. The El Cajon Municipal Code, as it currently exists or may be amended, is hereby incorporated and made a part of this Agreement as though set forth in full herein.
- 2.8. Ownership of Solid Waste. Except as provided in Section 10.6.2 of this Agreement or as otherwise provided in state law, when solid waste is within containers placed at the designated collection location on the designated collection day, ownership and the right to possession will transfer directly from the account to Contractor by operation of this Agreement. Contractor has the right to retain, recycle, process, dispose of, and otherwise use that solid waste, or any part thereof, in any lawful fashion or for any lawful purpose. Contractor has the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or reuse the green waste, and recyclable material and can be pay them that it collects.

3. REVENUE TO THE CITY.

- 3.1. Contractor agrees to pay to the City 15% of gross income, payable quarterly on the 20th day of the month succeeding said quarter.
- 3.2. Contractor agrees to pay to City by the 20th day of each January an annual contract service fee in the amount of \$370,000. Each January 1, beginning January 1, 2008, the contract service fee shall be increased in the amount of three percent (3%) of the next preceding years' fee, or that percentage represented in the most recent October to October increase in the Consumer Price Index for San Diego, California for all urban consumers, whichever is greater. Payment of this fee shall be contingent upon Contractor's choice of disposal site(s). Should City exercise its right to direct flow of solid waste generated within its boundaries pursuant to Section 10.6.2 of this Agreement, Contractor shall no longer be obligated to pay to City the contract service fee.
- 3.3. Contractor agrees to pay to the City a quarterly transfer station fee for Contractor's transfer station location in the City of El Cajon, in the amount of fifty-eight cents (\$0.58) for each ton of non-recyclable solid waste received and processed at the transfer station not originating in or generated in the City of El Cajon. Each July 1, beginning July 1, 2008, the transfer station fee shall be increased in the amount of three percent (3%) of the next preceding years' fee, or that percentage represented in the most recent October to October increase in the Consumer Price Index for San Diego, California for all urban consumers, whichever is greater. The transfer station fee shall be payable quarterly on the 20th day of the month succeeding said quarter.

4. TERM.

- 4.1. The term of this Agreement commences on _____, 2007 and shall be in effect for an initial term ending on December 31, 2015. Thereafter, the term of this Agreement will be extended automatically to correspond with the term of the transfer station lease agreement, as the term of that agreement may be extended from time to time. The transfer station agreement currently provides for extensions through December 31, 2020.
- 4.2. On the effective date, the parties agree that the Prior Agreement is superseded in its entirety and is of no further force in effect, except for indemnity obligations arising under the Prior Agreement before the effective date set forth in Section 4.1.

5. COMMERCIAL COLLECTION.

- 5.1. Solid Waste Bin Service. Contractor will provide permanent and temporary bin service to commercial accounts. Contractor will collect and remove all solid waste that is placed in bins from every commercial account receiving bin service, at least once every week or more frequently if required to handle the waste stream of the commercial premises. Contractor will deliver and collect temporary bins at the direction of the account.

5.2. Solid Waste Roll-off Service.

- 5.2.1. Contractor will provide permanent and temporary roll-off service to commercial accounts. Contractor shall collect and remove all solid waste that is placed in roll-off boxes from every commercial premises receiving roll-off service, at least once every week or more frequently if required to handle the waste stream of the commercial premises. Contractor will deliver and collect temporary roll-off boxes at the direction of the account.
- 5.2.2. Extra services, including container weight above five (5) tons, extra pickups, relocation of containers, trip charges where the account refuses service, and account-owned roll-off box hauling and disposal services, will be provided and shall be charged as service fees.

5.3. Solid Waste Cart Service.

- 5.3.1. Contractor will provide permanent cart service to commercial accounts where appropriate, based on space limitations of the amount of solid waste generated. Contractor shall collect and remove all solid waste that is placed in carts from every commercial premises receiving cart service, at least once every week or more frequently if required to handle the waste stream of the commercial premises.

5.4. Other Bin-Related Services. Contractor will provide other services desired by commercial accounts, including the collection of special waste, walk-in/push-out service where the container must be moved manually fifteen (15) feet or more to the collection point, use of containers with castors, hasps or locks, or scout service for difficult-to-reach areas. These services will be charged as a service fee.

5.5. Recyclable Material.

5.5.1. Contractor will provide for collection of recyclable material from commercial accounts, using bins, roll-off boxes or carts, depending upon the account's needs.

5.5.2. Contractor shall collect and remove all recyclable material placed in containers from every commercial premises receiving recyclable material collection service, at least once every week or more frequently if required to handle the materials generated by the commercial premises.

5.5.3. Recyclable Material Collected. Contractor and City agree that the materials to be collected in the commercial recycling program shall be reviewed from time to time and may be modified by the mutual agreement of the parties.

5.6. Commercial Service Requirements

5.6.1. Access to Containers. If, at the time of collection at a commercial account, the container is not accessible to the collection vehicle, Contractor will notify the account by telephone of the situation and request that access be provided. If the account is unavailable or unable to provide prompt access to the container, Contractor will provide pickup a later time, but may charge an extra pickup fee, which will be charged as a special fee.

5.6.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a commercial account, where the containers had been timely and properly set out for collection, Contractor will complete the collection from the commercial account no later than the next business day following notification of the missed pickup. A service fee will not be charged.

5.6.3. Overfilling of Containers. Where Contractor identifies instances of overfilling of containers, it will document the overfilling through the use of film or digital photography. Contractor shall charge a cleanup fee for cleaning up the container area and placing overfilled material into the collection vehicle, which will be charged as a special fee. In addition, Contractor will present evidence of the overfilling to both the City and the commercial account. Where such evidence was presented to the commercial account, and Contractor documents another instance of overfilling within one (1) year of such presentation, Contractor is authorized to deliver the next larger-sized container to the

commercial premises, and to adjust the service rate to the rate then in effect for the next larger-sized container.

5.6.4. Record of Non-Collection. When solid waste is not collected by Contractor, a tag will be fastened to the container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, the commingling of recyclable material or green waste with non-recyclable solid waste, or overfilling of a roll-off box such that it would cause a violation of applicable weight restrictions. Contractor will maintain a log that shall contain the name and address of each commercial account where solid waste is tagged and the date such tagging. The log will be maintained for inspection by the City, upon request. Where there have been three or more instances of non-collection at a commercial account in any twelve (12) month period, Contractor may charge the commercial account a contamination fee, which will be charged as a special fee.

6. RESIDENTIAL SERVICES.

6.1. Solid Waste Cart Service.

6.1.1. Contractor will collect solid waste delivered for collection at the curbside by residential accounts not less than once each calendar week. Contractor will supply each residential account with one solid waste cart of 96 gallons, but may provide smaller 64-gallons or 35-gallons carts where required by space limitations at a residential premises or physical limitations of the customer.

6.1.2. Accounts may obtain additional solid waste carts from Contractor, which will be charged as a service fee.

6.2. Solid Waste Bin and Roll-off Service.

6.2.1. Contractor will provide temporary bin service and roll-off service to residential accounts that request these services. Contractor will deliver and collect temporary bins at the direction of the account.

6.2.2. Extra services, including container weight above five (5) tons, extra pickups, relocation of containers, or trip charges where the account refuses service, will be provided and shall be charged as service fees.

6.3. Green Waste Cart Service.

6.3.1. Contractor will provide weekly cart service for collection of green waste to all residential accounts, on the same day as solid waste collection. Contractor will

provide each residential premises one 96-gallon green waste cart, but may provide smaller 64-gallon or 35 gallon carts where required by space limitations at a residential premises or physical limitations of the customer.

6.3.2. Accounts may obtain additional green waste carts from Contractor, which will be charged as a service fee.

6.4. Recyclable Material Cart Service. Contractor will provide weekly cart service for collection of recyclable material to all residential accounts, on the same day as solid waste collection. Contractor will provide each residential premises one 96-gallon recyclable materials cart, but may provide smaller 35 gallon carts where required by space limitations at a residential premises or physical limitations of the customer.

6.4.1. Accounts may obtain additional recyclable material carts from Contractor, which will be charged as a service fee.

6.4.2. Recyclable Material Collected. Contractor and City agree that the materials to be collected in the residential recycling program shall be reviewed from time to time and may be modified by the mutual agreement of the parties.

6.5. Residential Service Requirements; Other Residential Services.

6.5.1. Record of Non- Collection. When solid waste is not collected by Contractor, a tag will be fastened to the container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. Reasons for non-collection may include the presence of hazardous waste or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, placement of palm fronds or large tree trunks or limbs into the green waste cart, the commingling of recyclable material or green waste with non-recyclable solid waste, or the compacting of solid waste in such a manner that the contents of a container will not of their own weight fall out of the container when it is turned upside down. Contractor will maintain a log that shall contain the name and address of each account where solid waste is tagged and the date such tagging. The log will be maintained for inspection by representatives of the City upon request. Where there have been three or more instances of non-collection at a residential account in any twelve (12) month period, Contractor may charge the residential account a contamination fee, which shall be charged as a special fee.

6.5.2. Missed Pick-ups. In the event that Contractor fails to provide collection service to a residential account, where the containers had been timely and properly set out for collection, Contractor will complete the collection from the residential account no later than the next business day following notification of the missed pickup. No service fee will be charged.

- 6.5.3. **Bulky Items.** On an as-needed, on-call basis, Contractor will respond to up to four (4) requests per year from a residential premises for collection of bulky items on the regular collection day at no extra charge. Accounts will provide Contractor with 48 hours notice and the items will be collected on the account's next regular collection day. Collections in excess of the annual maximums set forth above shall be charged as a service fee.
- 6.5.4. **Holiday Tree Collection Program.** Contractor shall conduct an annual curbside holiday tree collection program for all residential accounts. Contractor is not required to collect artificial Christmas trees, trees containing decorations, ornaments, tinsel, debris, support stands or other foreign matter.
- 6.5.5. **Household Hazardous Waste; E- Waste.** Contractor will provide a drop-off location within the City for the collection of household hazardous waste or e-waste generated by residential accounts in the City once each calendar year. The date and location of this annual collection event will be mutually agreed upon by the City and Contractor.
7. **CITY FACILITIES.** Contractor will provide solid waste and recyclable material collection services at the City facilities identified in Exhibit 2, at no cost. The list of City facilities receiving free collection service will be updated as needed by mutual agreement of the parties.
8. **CUSTOMER SERVICE AND EDUCATION**
- 8.1. **Office Hours.** Contractor will maintain an office with assigned personnel accessible by a local phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. on Monday-Friday, and 8:00 a.m. to 1:00 p.m. on Saturdays. Contractor's telephone number shall be listed in El Cajon area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to service recipients in English and Spanish.
- 8.2. **Emergency Telephone Number.** Contractor will maintain an emergency telephone number, for use by City personnel only, outside office hours identified in Section 8.1. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.
- 8.3. **Service Complaints.** All customer complaints shall be directed or referred to Contractor. During office hours, Contractor shall maintain a complaint service and a telephone answering system. Contractor shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and date and manner of resolution of complaint. Contractor shall maintain this information in a computerized daily Service Complaint Log. Any such

calls received via Contractor's answering service shall be recorded in the Service Complaint Log the following working day. This Service Complaint Log shall be available for review by the City during Contractor's office hours.

9. EDUCATION AND PUBLIC AWARENESS.

- 9.1. General. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve AB 939 requirements. Accordingly, Contractor will implement a public education program to expand public and customer awareness concerning the necessity for methods of reducing, reusing, and recycling solid waste. Contractor must cooperate fully with City in this regard.
- 9.2. Waste Generation/Characterization Studies. Contractor acknowledges that the City may be required periodically to perform solid waste generation and disposal characterization studies to comply with AB 939 or other waste diversion requirements. Contractor agrees to participate in, and to cooperate with the City and its agents in the preparation of these studies at no additional cost to the City.

10. OPERATIONS.

- 10.1. Collections. Collection of solid waste will occur on Monday through Saturday. Residential collection shall not begin prior to 7:00 am. Where the normal collection day falls on a holiday, collection service will be provided on the next business day following the holiday, ending with Saturday of that week. Holidays are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

10.2. Vehicles

- 10.2.1. General. Contractor must provide collection vehicles sufficient in number and capacity to perform efficiently the services required by this Agreement. Contractor must have available on collection days at least one (1) auxiliary vehicle to respond to any and all complaints and emergencies. All vehicles used to provide service must be registered in the State of California, and comply with all applicable federal, state and local requirements.

- 10.2.2. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number selected by Contractor and approved by the City must be prominently displayed on all vehicles, in letters and numbers no less than three inches high.

- 10.2.3. Vehicle Maintenance. The Company must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly. The

Company must keep accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.

10.2.4. Vehicle Operation.

10.2.4.1. Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. Contractor may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.

10.2.4.2. Solid waste shall be covered at all times except when it is being loaded or unloaded or when a vehicle is moving along the collection route.

10.2.5. Minimization of Spills. Contractor must use due care to prevent solid waste or fluids from leaking or being spilled or scattered during the collection or transportation process. If any solid waste or fluids leak, or are spilled during collection, Contractor must promptly clean up those materials to the satisfaction of the City. Each collection vehicle must carry a broom and shovel at all times for this purpose.

10.3. Containers.

10.3.1. Container Ownership. All containers provided by Contractor under this Agreement shall remain the property of Contractor at all times.

10.3.2. Cart Specifications. Contractor will utilize uniform-colored carts in use at all residential accounts. The carts will be designed and manufactured in accordance with standard industry specifications.

10.3.3. Cart Maintenance and Replacement Responsibilities. Contractor is responsible for cart repair and maintenance, graffiti removal, (within three (3) business days) and replacing lost, stolen or damaged carts within seven (7) business days from receipt of a request at no additional charge. Contractor may charge the account a special fee for repairing or replacing a cart if the damage is due to loss, negligence or abuse by the account. In no event may this charge be greater than the Company's actual cost for replacement parts or a new cart, and delivery. Each customer is entitled to one replacement of the solid waste, recyclable materials and green waste carts during the initial term of this Agreement, without charge, upon request.

10.3.4. Bin Specifications. Contractor will provide bin containers for collection of solid waste, and for the collection of recyclable material, as appropriate for individual residential or commercial accounts. Contractor must maintain its bins

in a clean and sound condition, free from putrescible residue. Repairs or graffiti removal (within three (3) business days) requested by an account must be completed within five (5) business days of Contractor's receipt of the request.

10.3.5. Bin Maintenance and Replacement Responsibilities. Contractor may charge the account a special fee for repairing or replacing a bin if the damage is due to loss, negligence or abuse by the account, or a service fee for cleaning a bin.

10.3.6. Roll-off Boxes Specifications. Contractor must provide clean roll-off boxes, free from graffiti and equipped with reflectors. Contractor must properly cover all open roll-off boxes during transport to the disposal site.

10.4. Personnel

10.4.1. Contractor must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

10.4.2. Contractor must establish and vigorously enforce an educational program to train Contractor's employees in the identification of hazardous waste. Contractor's employees must not knowingly place any hazardous waste in the collection vehicles, nor knowingly dispose of any hazardous waste at a processing facility or disposal site.

10.4.3. Contractor must train its employees in customer courtesy, prohibit the use of loud or profane language, and instruct collection crews to perform all work quietly. Contractor must use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner.

10.4.4. Identification Required. Contractor must provide identification for all employees having personal contact with accounts in the City.

10.4.5. Contractor may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or state law.

10.5. Transportation of Solid Waste. Contractor must transport all solid waste collected to a permitted transfer station, MRF or disposal site. Contractor will use reasonable efforts to divert recyclable material and green waste from landfill disposal. Contractor will maintain complete, accurate and up-to-date records of the quantities of solid waste transported to the transfer station, MRF or disposal site and must cooperate with the City in any audits or investigations of those quantities.

10.6. Disposal of Solid Waste.

10.6.1. Contractor will ensure that all non-recyclable solid waste collected is disposed of at a permitted disposal site. The use of any such permitted site is expressly approved by the City Council through its resolution approving and adopting this Agreement.

10.6.2. Subject to the requirements of Sections 3.2, 13.2.2 and 18.5.2 of this Agreement, the City reserves the right to direct the flow of non-recyclable solid waste generated within its boundaries to a specific disposal site. In addition, the City has the option to assume ownership of all non-recyclable solid waste collected under this Agreement by providing Contractor with thirty (30) days advance notice of City's assumption of ownership.

10.7. Marketing and Sale of Recyclable Material. Contractor is responsible for the marketing and sale of all recyclable material collected under this Agreement. Contractor has the sole right to retain all revenues received from the marketing and sale of recyclable material, including but not limited to any funds received directly or indirectly from any state or local agency, such as the Department of Conservation recycling rebate.

11. REPORTING. Contractor will report to the City each month the total tons of solid waste disposed of, total tons of each recyclable material collected, and total tons of green waste collected. The monthly report will be prepared to the best of Contractor's ability, in a format prescribed by the City. City is entitled to review Contractor's records during Contractor's office hours to the extent required to verify performance of Contractor's obligations under this Agreement, including the proper payment of franchise fees.

12. INSURANCE: Contractor agrees to obtain and keep in force during the term of this Agreement, public liability and property damage insurance issued by a company to be approved by the City Attorney in an amount of not less than \$5,000,000.00 public liability, and \$5,000,000.00 property damage, said policy or policies shall require the carrier to give the City 30 days written notice prior to cancellation. Sufficient Workers' Compensation Insurance, as required by State Law, and Employer's Liability Insurance in an amount of not less than \$1,000,000.00, shall be carried by Contractor. Contractor shall cause a certificate of insurance to be filed with the City evidencing such coverages.

13. INDEMNIFICATION

13.1. General Liability. Contractor shall indemnify, defend, and save harmless the City, its officers, agents and employees (the "Indemnitees"), for and from any and all loss, liability, claim, demand, action or suit, of any and every kind and description, arising or resulting from or in any way connected with any operations of Contractor in performing the obligations required by this Agreement, or arising or resulting from the failure of Contractor to comply in all respects with the provisions and requirements of this Agreement, or arising or resulting from the failure of Contractor to comply with applicable law, except to the extent of the sole or active negligence, or violation of applicable law by the indemnitees. Subject to the scope of this indemnification and upon demand of the City, Contractor shall appear in and defend the City and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the City which arise under this Section 13.1 shall survive the expiration or termination of this Agreement.

13.2. CERCLA Liability.

13.2.1. Contractor shall indemnify, defend and hold harmless the indemnitees for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, cause of action, interest and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against the City arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), the California Health and Safety Code ("H&S Code") or other similar federal, state or local law or regulations, with respect to Contractor's collection, handling, and transportation of solid waste collected by Contractor from accounts pursuant to this Agreement. The indemnity contained in this Section 13.2, is intended to operate as an agreement of Contractor pursuant to Section 107(e) of CERCLA and the H&S Code Section 25364 to defend, protect, hold harmless and indemnify the City. Subject to the scope of this indemnification and upon demand of the City, Contractor shall appear in and defend the City and its officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the City which arise under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.2.2. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any affiliate of Contractor. However, the foregoing indemnity shall not apply to the extent any claims arise or result from the negligence, willful misconduct, or violation of applicable law

by any indemnitee, or with respect to any disposal site to which solid waste is directed by the City pursuant to Section 10.6.2 that is not owned and operated by Contractor or an affiliate.

- 13.3. AB939 Liability. Subject to the requirements of Public Resources Code §40059.1, Contractor shall indemnify, protect, defend and hold the City harmless against all fines and penalties imposed by administrative order of the California Integrated Waste Management Board (the "Board) against the City for failure to meet waste diversion requirements under AB939. The obligation of Contractor to indemnify, protect and defend the City shall include paying all reasonable legal fees and costs incurred by legal counsel designated by the City to represent the City in connection with any such administrative proceedings or litigation by the Board.
- 13.4. Road Surface Damage. Contractor shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from and directly attributable to the illegally excessive weight of vehicles providing solid waste collection or the improper placement and removal of containers on public or private property.

14. BREACH AND TERMINATION.

- 14.1. In the event Contractor is in material breach of this Agreement; including but not limited to:
 - 14.1.1. submitting false or fraudulent information to the City at the time of contract award or during the term of the contract; or
 - 14.1.2. becoming bankrupt; making an assignment of this contract for benefit of creditors' allow a receiver or other officer to be placed in charge of Contractor's office or equipment and not cause removal within ten (10) days;

and such material breach is not cured within thirty (30) days after notice in writing by the City Manager to do so; City Manager may cancel and terminate this Agreement and Contractor shall have no further rights under or with respect to this Agreement. Notwithstanding the above, the thirty (30) day period for a notice and opportunity to cure shall be extended where it is not reasonably possible to affect a cure within such thirty (30) day period, provided that Contractor implements corrective actions within such thirty (30) day period and thereafter diligently pursues their completion

14.2. Upon an order of the City Manager terminating this Agreement, Contractor shall have the right, upon written request made within thirty (30) days of such order, to appeal such order to the City Council, to be heard at any regular Council meeting held within thirty (30) days after City's receipt of Contractor's appeal. The decision of the City Council shall be final. Thereafter, Contractor may appeal any decision, order or action by the City Council under this Section 14, by filing a legal action with a Court having jurisdictional authority.

15. EXCUSE FROM PERFORMANCE; FORCE MAJEURE.

15.1. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party shall be excused from performance hereunder during the period of such disability.

15.2. The party claiming excuse from performance shall promptly notify the other party when it learns of the existence of such cause and when such cause has terminated.

15.3. The interruption or discontinuance of services by a party caused by circumstances outside of its control shall not constitute a default under this Agreement.

16. FAITHFUL PERFORMANCE BOND

Upon execution of the contract Contractor shall furnish to City and shall file with the City a surety bond executed by Contractor as principal and by a corporate surety as surety, in the sum of One Million Dollars (\$1,000,000), conditioned upon the faithful performance by Contractor.

17. ASSIGNMENT.

This Agreement may not be assigned without the prior written approval of the City, except that the City's consent to an assignment to an affiliate of Contractor shall not be required.

18. CUSTOMER BILLING AND PAYMENT; SERVICE RATES.

18.1. Residential Billings. Contractor shall bill residential accounts on a bimonthly basis in advance for service provided under this Agreement. Contractor will bill temporary bin or roll-off service to residential accounts upon the completion of service. The initial maximum rates for residential service are set forth in Exhibit 1.

18.2. Commercial Billings. Commercial accounts receiving permanent bin service, permanent roll-off service or cart service will be billed by Contractor on a monthly basis in advance. Commercial accounts receiving temporary bin or roll-off service will be billed by Contractor upon the completion of service. All new commercial accounts establishing service after the effective date will be charged an activation fee, which shall be charged as a service fee. However, the activation fee will not apply to existing commercial accounts that move to a new business location within the City. The initial maximum rates for commercial service are set forth in Exhibit 1.

18.3. Account Delinquencies. Account delinquencies shall be addressed as set forth in the El Cajon Municipal Code.

18.4. Service and Rate Disputes. Any disputes between Contractor and an account regarding the provision of services, including the size and location of containers, frequency of collections, or the amount of any service fees charged by Contractor, will be referred to the City Manager for determination. Thereafter, either Contractor or the account may appeal the City Manager's determination to the City Council, whose decision shall be final.

18.5. Rate Adjustments.

18.5.1. Annual Adjustment. Beginning July 1, 2008, and on each July 1 thereafter, the rate shall be adjusted annually to reflect the percentage increase or decrease in the Consumer Price Index ("CPI"), All Urban Consumers, for the San Diego Area, as published by the United States Department of Labor, Bureau of Labor Statistics. Contractor shall submit to the City, each March, beginning in March 2008, information in support of an annual adjustment. This information will include a calculation in change in the CPI that have occurred during the preceding January to January. The City Manager shall review the information submitted by Contractor for accuracy and approve the rate adjustment in his/her reasonable judgment. Notwithstanding the above, no annual rate adjustment pursuant to this Section 18.5.1 shall exceed a total of five percent (5%). To the extent that a rate adjustment otherwise allowable is not granted due to this limitation, any excess above four percent (4%) shall be rolled over and applied to subsequent annual rate adjustments.

18.5.2. Extraordinary Adjustment. Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement. Unusual increased costs may include changes in service mandated by the City, changes to the Municipal Code affecting Contractor's operations, changes in the cost of disposal or processing of solid waste, changes in state or local government solid waste fees and charges, changes in the law, or changes in fuel prices, but shall not include circumstances within the control of the contractor, such as purchase of new equipment, or costs

reimbursed by the State, insurance companies, or rebates of any type.. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request will be prepared in a form acceptable to the City with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request. A requested adjustment may not be denied in the case of changed or additional services requested by the City, any change in the Municipal Code of the City affecting the Contractor's operations, the City's exercise of its flow control rights under Section 10.6.2, or changes in state or local government solid waste fees, charges or surcharges.

19. OTHER AGREEMENTS OF THE PARTIES.

- 19.1. Relationship of Parties. The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City, nor as a partner or joint venturer with the City. No employee or agent of Contractor shall be deemed to be an employee or agent of the City. Except as expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing those services. Contractor is solely responsible for the acts and omissions of its officers, employees, subsidiaries, subcontractors, affiliates and agents. Neither Contractor nor its officers, employees, subsidiaries, subcontractors, affiliates and agents will obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with the City.
- 19.2. Compliance with Law. In providing the services required under this Agreement, Contractor must, at its sole cost, materially comply with all applicable law and applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement. The City must, at its sole cost, materially comply with all applicable law and applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, that are now in force and as they may be enacted or amended during the term of this Agreement.
- 19.3. Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of California.
- 19.4. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors, and permitted assigns.

19.5. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

19.6. Notice. Notice under this Agreement shall be given by United States National Postage Prepaid, address as follows:

City:

City Manager
City of El Cajon
200 East Main Street
El Cajon, CA 92020

Contractor:

District Manager
Waste Management of San Diego
1001 W. Bradley Ave.
El Cajon, CA 92020-1627

19.7. Proprietary Information; Public Records. The City acknowledges that certain records and reports of Contractor are proprietary and confidential. The City will endeavor to maintain the confidentiality of all proprietary information provided by Contractor.

19.8. Attorney's Fees. In any action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party is entitled to an award of attorney's fees in the amount reasonably incurred in the prosecution or defense of that action. The term "prevailing party" means the party entitled to recover costs of suit, upon the conclusion of the matter, in accordance with the laws of the State of California.

19.9. Entire Agreement. This Agreement, including the exhibits, constitutes the entire agreement between the parties with respect to the matters covered. No verbal agreement or understanding with any officer, agent, or employee of the City, either before, during, or after the execution of this Agreement, will affect or modify any of the obligations herein contained.

19.10. Section Headings. The section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.

19.11. References to Laws. All references in this Agreement to laws will be understood to include existing laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

19.12. Interpretation. This Agreement, including the attached exhibits, will be interpreted and construed reasonably, and neither for nor against either party, regardless of the degree to which either party participated in their drafting.

19.13. Amendments. This Agreement may not be amended in any respect except by a writing signed by the parties.

19.14. **Severability.** If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including but not limited to a change in applicable federal, state or local law, the invalidity or unenforceability of that provision will not affect any of the remaining provisions of this Agreement, which provisions will be enforced as if such invalid or unenforceable provision had not been included.

19.15. Non-Waiver Provision. Failure of either party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that party with regard to an event of nonperformance, whether determined to be a breach, excused performance, or unexcused default by the other party.

-- Signatures Next Page --

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

CITY OF EL CAJON

ATTEST:

Karlie Luedke
CITY CLERK

By: Natalie Henry
Title: City Manager
Date: 12.18.07

APPROVED AS TO FORM:

George E. July
CITY ATTORNEY

USA WASTE OF CALIFORNIA, INC.,
a Delaware corporation dba WASTE
MANAGEMENT OF SAN DIEGO

By:
(Authorized Representative)
Title: Vice-President
Date: 12/14/07